

EXHIBIT 17
(Redacted)

(Previously Filed Under Seal as DI 503-14)

Appendix A-16

Statement of Work

This Appendix A-16 ("**Appendix A-16**") is effective as of July 18, 2013 and is issued pursuant to and is subject to Appendix A-1 to the Master Services Agreement dated September 22, 2009 ("**Agreement**") between Fair Isaac Corporation ("**Fair Isaac**") and Chubb & Son, a division of Federal Insurance Company ("**Chubb or Client**"). Capitalized terms used herein that are defined in the Agreement will have the meanings given to such terms in the Agreement.

1. Description of Services. Fair Isaac will provide the following services ("**Services**"):

1.1 Project Summary. Client has requested Fair Isaac's assistance in reviewing, assessing, and providing feedback and recommendations on Client's specifications and designs for the business rule management system ("**BRMS**") components of Client's CPI Print project.

The hours estimated for each of the assessments described below includes a reasonable allotment of time to conduct the assessment, to identify any gaps, to analyze those gaps, to provide recommendations for correcting those gaps, and to document those findings in a deliverable document. A retainer of hours is allocated for Fair Isaac assistance with any analysis or design changes that may be determined during the assessments.

Client and Fair Isaac will collaborate to determine and mutually agree upon a scope for this project that is commercially reasonable within the hours set forth in Section 6.

1.2 Rule Harvesting Assessment. Fair Isaac will conduct an assessment of Client's rule harvesting artifacts. The goals of this assessment will be to determine:

- (a) Assess the alignment of Client's decision process model, harvested rules, and other requirements specifications with Fair Isaac's best practices for specifying decision requirements for implementation with Blaze Advisor.
- (b) Assess the alignment of Client's Rule Maintenance Application ("**RMA**") user requirements with Fair Isaac's best practices for RMA requirements Blaze Advisor.
- (b) Assess the alignment of Client's rule taxonomy with Fair Isaac's best practices for specifying rules that maximize maintainability, extensibility, reusability, and other capabilities offered by BRMS technologies such as Blaze Advisor.
- (c) Assess the overall suitability of Client's rule harvesting artifacts for proper implementation within a BRMS built using the Blaze Advisor BRMS tool.
- (d) Fair Isaac will perform a gap-analysis for any specifications that are determined to be misaligned with Fair Isaac's best practices, assist Client in analyzing any potential project impacts of such deviations, and make recommendations for Client to correct such deviations.

The initial estimated for this assessment is 80 hours.

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1.3 Rule Architecture Assessment. Fair Isaac will conduct an assessment of the following in Client's environment.

- (a) Repository physical and logical design specifications
- (b) Business Rule Architecture, including specifications for rule service entry/exit point functionals, ruleflow, rulesets and decision metaphors, and other high-level BRMS entities.
- (c) RMA Template Design, including configurations and potential customizations to templates and providers.
- (d) RMA deployment architecture, including web-hosting environment.
- (e) Rule Service deployment architecture, including data architecture, callable interface specifications, application/component integration specifications, deployment architecture, performance requirements/considerations, and other deployment designs specifications.
- (f) Rule lifecycle management strategy and the staging/migration of repository components through non-sequential lifecycle states (a.k.a., "leap-frogging").
- (g) Other supporting requirements such as deployment management, version management systems, user A&A, approval/promotion requirements, and other supporting requirements as mutually agreed.
- (h) Fair Isaac will perform a gap-analysis for any designs that are determined to be misaligned with Fair Isaac's best practices, assist Client in analyzing any potential project impacts of such deviations, and make recommendations for Client to correct such deviations.

The initial estimated for this assessment is 80 hours.

1.4 Analysis and Design Assistance. Fair Isaac will provide guidance and assistance in performing any analysis or design that may precipitate from the recommendations produced from the assessments described above or to assist with additional Client requirements.

2. Grant of License to Deliverables. Subject to the terms and conditions of the Agreement, Fair Isaac grants to Client a non-exclusive, non-transferable, revocable, limited copyright license to perform and display the Deliverables; only in the Territory; only for the Term; and only for the benefit of Client's internal business. "**Deliverables**" means any report, custom code, documentation, or other deliverable developed for Client and provided by Fair Isaac under this Statement of Work, including any updates and modifications thereof.

Deliverables for this SOW include the following:

- (a) Rule Harvesting Assessment Findings Document. Fair Isaac will summarize its findings from the Rule Harvesting Assessment (as described in Section 1) in a deliverable

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document. The assessment document will indicate the estimated effort for remediating any stated deviations, and will describe any potential impacts of not remediating.

- (b) Rule Architecture Assessment Findings Document. Fair Isaac will summarize its findings from the Rule Architecture Assessment (as described in Section 1) in a deliverable document. The assessment document will indicate the estimated effort for remediating stated deviations, and will describe any potential impacts of not remediating.

3. Scheduling and Delivery of Services. Fair Isaac generally requires a minimum of twenty (20) business days from execution of the Appendix 16 to schedule the appropriate Fair Isaac consultants. Fair Isaac may use its employees or subcontractors to perform the Services from any Fair Isaac location, including the Fair Isaac global delivery centers. If applicable, onsite Services will be performed during standard local business hours except on national holidays, bank holidays, Fair Isaac corporate holidays or other holidays as mutually agreed otherwise. Fair Isaac will utilize Fair Isaac's technology and methodology to perform the Services.

4. Changes to Services; Out of Scope Services.

4.1 Changes to Services. Either party may submit a written (email or other writing) request for additions or changes to the Services, including a reasonably detailed description of the proposed additions or changes. Following receipt of such request, Client and Fair Isaac will work together to reach a decision on the proposed change within five (5) business days. If agreement is reached, the additions or changes will be reflected in a Change Order to this Appendix 16 signed by both parties.

4.2 Out of Scope Services. Services not itemized in Section 1 (Description of Services) are outside the scope of this Appendix 16, and requests for such services must follow the above Change Order process, or may be provided pursuant to a separate, mutually agreed Appendix 16. Fair Isaac will not be obligated to perform the services described in the request until the parties have fully executed the Change Order or new Appendix 16.

5. Assumptions; Client Responsibilities. Fair Isaac has relied upon the following assumptions and Client responsibilities in agreeing to perform the Services and estimating the number of hours required to perform the Services. If the assumptions are incorrect, or if the Client responsibilities are not performed in a timely manner, the estimated number of hours, fees and expenses may be impacted, and a change to the scope of work may be required.

5.1 Assumptions and Project Dependencies.

5.1.1 Schedule. Work is continuous once the Services commence. The Services associated with the Rule Harvesting Assessment and the Rule Architecture Assessment will occur sequentially but not contiguously. Fair Isaac will make commercially reasonable efforts to provide continuity in staffing between these two assessments. However, Fair Isaac cannot guarantee the same resource(s) will perform both assessments. Each party will complete assigned tasks by the dates as mutually agreed.

5.1.2. Each party will respond to issues within two (2) business days unless otherwise mutually agreed, and promptly escalate unresolved issues as appropriate.

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- 5.1.3 Document Review. Fair Isaac's review of Client documents (if any) will be limited to a maximum of two (2) review cycles. Client's review of Fair Isaac documents (if any) will be limited to a maximum of two (2) review cycles.
- 5.1.4 Equipment. Fair Isaac will at its discretion provide some or all Services utilizing Fair Isaac equipment.
- 5.1.5 Service Location(s). Fair Isaac personnel may work onsite at Client facilities or remotely from Fair Isaac offices, as mutually agreed. Fair Isaac personnel will travel only as mutually agreed.
- 5.1.6 Local Language. The Services, including all correspondence and documents, will be provided in English, and all meetings conducted in English.

5.2 Client Responsibilities.

- 5.2.1 Client Resources. Client will ensure that appropriately skilled Client resources are available to Fair Isaac at the applicable points during the project or as reasonably requested by Fair Isaac. Client will designate a Project Manager who will be available as Fair Isaac's primary point of contact and will maintain a project plan for Client tasks, manage all Client team members and their assigned tasks, and manage all Client assigned risks, issues and action items. Client personnel who can authoritatively speak to the goals, scope and business requirements of the application functionality required must be available to define requirements and design solution.
- 5.2.2 Client Documents. Client is responsible for creating all documents required by Client during the Services, unless such documents are listed as a Fair Isaac Deliverable.
- 5.2.3 Onsite Services. For Services to be performed on-site, Client will provide Fair Isaac with appropriate office accommodations, including but not limited to, workspace with broadband Internet access and local telephone extensions for each Fair Isaac resource, a dedicated project team room, and equipment/workstations suitably configured to enable Fair Isaac to provide the Services.
- 5.2.4 Security and Facilities Access. If Client has any special policies or requirements regarding facility access or security, access to Client's network and other software programs, or assignment of Foreign Nationals to provide Services under an Appendix 16, Client must notify Fair Isaac in writing of such policies prior to the commencement of the Services. For purposes of this Section, "Foreign Nationals" means any person residing in the United States who is not a United States citizen or who has not been granted permanent residency status.
- 5.2.5 Client Data and Materials. Client is responsible for providing data and materials required by Fair Isaac in the format and according to Fair Isaac's specifications, and will be available as needed to answer questions regarding such data and materials.

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5.2.6 Client may not have all of their decision requirements harvested and specified at the time which the Rule Harvesting Assessment Services commence. To maximize the benefit of the assessment, Client should provide a representative body of requirements covering the majority of the types of decisions to be implemented within the BRMS.

6. Fees, Payment Terms, and Expenses.

6.1 Fees and Payment Terms. Fair Isaac will provide the Services on a time and materials basis. The estimated hours and rates are described below. Fair Isaac will invoice for the Services on a monthly basis as Services are performed, and Chubb will pay each invoice in accordance with the payment terms specified in the Agreement. The estimated number of hours is a non-binding estimate only, and Fair Isaac does not guarantee that it can complete the Services described in this Appendix 16 within the estimated number of hours.

Service Description	Fair Isaac Product No.	Estimated Number of Hours	Hourly Rate (in USD)	Estimated Fees
Rule Harvesting Assessment and Rule Architecture Assessment Services, as described in Section 1.	280-OOIM-04	160		
Analysis and Design Assistance Services, as described in Section 1.	280-OOIM-04	320		
	TOTAL	480		

6.2 Expenses. The fees set forth in this Appendix 16 do not include reasonable travel and associated out-of-pocket expenses incurred by Fair Isaac in connection with this Appendix 16, which Client agrees to reimburse at Fair Isaac's actual cost, subject to Section 2 (b) of the Agreement.

** Subject to pre-approval from Chubb.*

6.3 Early Termination Fees. Client agrees to provide Fair Isaac with no less than two (2) weeks prior written notice of its intent to terminate this Appendix 16. If Client does not provide such notice, Fair Isaac will invoice Client early termination fees for the unutilized Services in the amount of [REDACTED] plus any expenses incurred prior to Fair Isaac's receipt of Client's notice of termination.

7. Term and Termination.

7.1 Term. The parties estimate that the performance of the Services will continue through December 31, 2013 ("Termination Date"). This Appendix 16 will remain in effect until the earlier of that date, the Services are deemed completed, or Services are otherwise terminated in accordance with the Agreement.

7.2 Suspension of Services; Termination of Appendix 16. The parties agree that the performance of the Services shall be continuous from the date the Services begin. Any delays in the project schedule are subject to the Change Order process. If Client requires a suspension or other delay in the performance of the Services for a period of more than sixty (60) days, Fair Isaac may terminate this Appendix 16 and invoice for Services performed through the date of termination. Further services, including the

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continuation of the project described in this Appendix 16, will be subject to a new Appendix 16 to be mutually agreed by the parties.

7.3 Expiration of Offer. If this Appendix 16 is not signed by July 31, 2013, this Appendix 16 will expire.

8. **Non-solicitation.** During the term of this Appendix 16 and for a period of 12 months following the termination or expiration of this Appendix 16, Client agrees that it will not, without the prior written consent of Fair Isaac, directly solicit for employment any of Fair Isaac's personnel (including third party consultants) who have been involved in the Services under this Appendix 16; provided that the foregoing shall not preclude or limit Client's ability to conduct a general, good faith, solicitation for employment on a national or regional basis that does not target such personnel, or to hire such personnel who apply for a position as a result of a general solicitation.

9. **General.** This Appendix 16, together with the applicable provisions of the Agreement, constitutes the entire agreement of the parties with respect to the subject matter of this Appendix 16 and supersedes any prior oral or written proposals, representations, promises or agreements. This Appendix 16 is subject to the terms and conditions of the Agreement, but in the case of any conflict between the terms of this Appendix 16 and the terms of the Agreement, the terms of this Appendix 16 will control.

Signed by authorized representatives of Fair Isaac and Client as of the Effective Date.

Fair Isaac Corporation 	Chubb & Son, a division of Federal Insurance Company
By:	By: 
Printed Name: Chris Luo Senior Manager Financial Planning & Analysis	Printed Name: <i>Nicole Brouillard</i>
Title:	Title: <i>CIO Personal Insurance</i>
Date Signed: <i>7/18/2013</i>	Date Signed: <i>2013/07/18</i>



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Instructions to Client:

1. *Authorized corporate officer should execute 2 copies of the document.*
2. *Complete all requested information below:*

	Return executed contract to Client at:
Address:	
City, State:	
Zip Code:	
Attention:	
Phone:	
Fax (Optional):	
Email (Optional):	

3. *To expedite, please fax a completed and executed copy to: 858-523-4450.*
4. *Please return 2 completed and executed copies of the entire document to:*

Fair Isaac Contracts Administration
3661 Valley Centre Drive, Suite 500
San Diego, CA 92130
USA

Questions? Call: 858-369-8259

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